



**HOUSING AUTHORITY
of the County of Los Angeles**

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Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Cordé D. Carrillo
Acting Executive Director

March 10, 2009

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AN ELEVATOR CONSULTING SERVICES AGREEMENT FOR THE
ELEVATOR MODERNIZATION OF FIFTEEN ELEVATORS AT FIVE HOUSING
AUTHORITY SENIOR HOUSING DEVELOPMENTS IN LOMITA, SANTA CLARITA,
LANCASTER, UNINCORPORATED EAST LOS ANGELES, AND
UNINCORPORATED LA CRESCENTA (DISTRICTS 1, 4, 5) (3 VOTE)**

SUBJECT

This letter recommends approval of an elevator consulting services agreement with Integrated Design Systems Group, Inc. to prepare the designs, plans, calculations, and specifications for 15 elevators at the following five senior housing developments: Nueva Maravilla in unincorporated East Los Angeles, Lomita Manor in the City of Lomita, Orchard Arms in the City of Santa Clarita, Lancaster Homes in the City of Lancaster, and Foothill Villa in the unincorporated area of La Crescenta.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of an Agreement to provide elevator evaluation and design consulting services is not subject to the provisions of the California Environmental Quality Act, as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Acting Executive Director to execute an elevator evaluation and design consulting services Agreement in the aggregate amount not to exceed \$375,000, and in substantially the form of the attached, and all related documents, with Integrated Design Systems Group, Inc. to complete elevator evaluation and design services for the modernization of 15 elevators at five senior housing developments, to be effective following approval as to form by County



Counsel, execution by all parties, and issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.

3. Authorize the Acting Executive Director to use for this purpose \$325,000 in Capital Funds Program funds and \$50,000 in Project-Based Section 8 funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the Housing Authority's approved Fiscal Year 2008-2009 budget; and authorize the Acting Executive Director to approve Contract change orders not exceeding \$75,000 for unforeseen project costs, using the same source of funds.
4. Authorize the Acting Executive Director to execute amendments to the Agreement, following approval as to form by County Counsel, to extend the time of performance, at no additional cost to the Housing Authority, to allow the Consultant to perform construction observation services during the construction phase of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award an Agreement to the Consultant for elevator evaluation and design services for the modernization of 15 elevators at five senior housing developments: Nueva Maravilla in unincorporated East Los Angeles, Lomita Manor in the City of Lomita, Orchard Arms in the City of Santa Clarita, Lancaster Homes in the City of Lancaster, and Foothill Villa in the unincorporated area of La Crescenta.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The Housing Authority will fund the Agreement with \$325,000 in Capital Funds Program funds \$50,000 in Project-Based Section 8 funds allocated by HUD and included in the Housing Authority's approved Fiscal Year 2008-2009 budget for this purpose. A 20% contingency, in the amount of \$75,000, is also being set aside for unforeseen costs, using the same source of funds.

A 20% contingency is necessary because once the Consultant provides services such as elevator design, plans, and construction observation, there will likely be additional billable hours needed than initially identified in the original contract amount.

The Agreement may be extended at no additional cost to the Housing Authority to allow the Consultant to perform construction observation services during the construction phase of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The two-story, 504-unit Nueva Maravilla housing development was built in 1943 and

has four elevators. The two-story, 78-unit Lomita Manor was built in 1985 and has two elevators. The two-story, 183-unit Orchard Arms was built in 1980 and has four elevators. The two-story, 120-unit Lancaster Homes was built in 1978 and has two elevators. The three-story, 62-unit Foothill Villa was built in 1981 and has three elevators.

The Consultant will be responsible for preparing the designs, plans, calculations, and specifications for the 15 elevators, as well as obtaining all plan check approvals, assisting with the bid phase to identify a contractor to perform the needed elevator modernization, and performing construction observation services.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the Consultant will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Agreement has been approved as to form by County Counsel. At its meeting of February 25, 2009, the Housing Commission recommended approval of the Agreement award.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(8) because it involves evaluation and design activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guideline 15060 (c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On September 1, 2006, the Housing Authority initiated a Request for Statement of Qualifications (RFSQ) process to identify a qualified and experienced architectural and engineering firm to provide the needed elevator evaluation and design services. Notices of the RFSQ were mailed to 46 architectural and engineering firms identified from the Housing Authority's vendor list. Announcements also appeared in eight local newspapers and on the County Web Site. Three RFSQ packages were requested and distributed.

On September 28, 2006, two firms submitted Statements of Qualifications (SOQ). A review panel of Housing Authority personnel evaluated the two SOQs and determined that the two top-ranked firms, Integrated Design Systems Group, Inc. and Amtech Elevator Services, were qualified. However, Amtech Elevator Services would not agree to sign the Housing Authority's standard services contract.

On June 12, 2007, the performance of the firms was evaluated by the review panel, which determined that Integrated Design Systems Group, Inc. was the most qualified firm to provide the necessary services. The Consultant was invited to submit a fee proposal for elevator evaluation and design services, and entered into negotiations with the Housing Authority, resulting in the proposed Agreement. The details of the fees by site are as follows:

Nueva Maravilla	\$ 100,000
Lomita Manor	\$ 50,000
Orchard Arms	\$ 100,000
Lancaster Homes	\$ 50,000
Foothill Villa	<u>\$ 75,000</u>
Total:	\$ 375,000

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT

The proposed Agreement will provide for the necessary evaluation and design services for the modernization of elevators at five senior housing developments, and will provide residents with safe, decent living conditions.

Respectfully submitted,

for 
CORDÉ D. CARRILLO
Acting Executive Director

Attachments: 2

ATTACHMENT A
Summary of Outreach Activities
Request for Statement of Qualifications (RFSQ) for Architectural Consulting Services

On September 1, 2006, the following was initiated to identify the most qualified firm to provide the necessary elevator consulting services for the Housing Authority's housing developments.

A. Newspaper Advertising

Beginning on September 1, 2006, announcements of the RFSQ appeared in the following eight newspapers.

Dodge Construction News
Eastern Group Publications
International Daily News
La Opinion

Los Angeles Sentinel
Los Angeles Times
The Daily News
Wave Community Newspapers

The announcement and complete RFSQ was posted on the County Web Site for a 23-day advertisement period. Firms were asked to request the RFSQ via email directly through the County Website or to obtain the RFSQ at the Housing Authority.

B. Distribution of RFSQs

The Housing Authority's vendor list was used to mail out the announcement of the RFSQ to 46 elevator, architectural and engineering firms, of which eight identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, three RFSQ packages were requested and distributed.

C. Statements of Qualifications (SOQs)

On September 28, 2006, a total of two firms submitted SOQs, of which none identified themselves as minority-owned.

D. Review of SOQs

On June 12, 2007, a review panel evaluated the performance of the firms and determined that IDS Group, Inc. was the most qualified firm to provide the necessary services.

IDS Group, Inc., was invited to submit a fee proposal for elevator evaluation and design services, and entered into negotiations with the Housing Authority, resulting in the proposed Agreements totaling an aggregate amount not to exceed \$375,000 for fifteen elevators.

E. Minority/Women Participation– Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
IDS Group, Inc.	Non-Minority	Total: 21 12 minorities 5 women 55% minority 20% women

F. Minority/Women Participation – Subcontractor Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Lerch, Bates, Inc.	Information Not Available	Total: NA NA minorities NA women NA% minority NA% women
OMB Engineers	Information Not Available	Total: NA NA minorities NA women NA% minority NA% women
FT Andrews, Inc.	Information Not Available	Total: NA NA minorities NA women NA% minority NA% women

G. Minority/Women Participation –Firm Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Amtech Elevator Services	Non-Minority	Total: 20 10 minorities 4 women 50% minority 20% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and

services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority. The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: Elevator evaluation and design consulting services
Locations: Nueva Maravilla, 4919 Cesar E. Chavez Ave., unincorporated Los Angeles County
Lomita Manor, 24925 Walnut Street, Lomita
Orchard Arms, 23410-23540 Wiley Canyon Road, Santa Clarita
Lancaster Homes, 711-737 W. Jackman Street, Lancaster
Foothill Villa, 2423 Foothill Boulevard, La Crescenta
Bid Number: CDC06-050
Bid Date: September 28, 2006
Consultant: IDS Group, Inc.
Services: Prepare complete elevator analysis, architectural and engineering construction drawings and specifications for the modernization of Fifteen elevators

Contract Documents: Attachment A – Fee Schedule, Attachment B - Statement of Work, Attachment C - Required Forms, and Attachment D - Required Notices

Time of Commencement: Services for each phase shall be performed upon receipt of a written Notice to Proceed from the Housing Authority. The Consultant will only perform the scope of work identified in the Notice to Proceed.

Aggregate Contract Sum: The Housing Authority shall pay the Consultant for the performance of the Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000). The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Contract.

Contract Contingency: \$75,000

ARCHITECTURAL SERVICES CONTRACT

This Architectural & Elevator Services Contract ("Contract") is made and entered into this _____ day of _____, 2009, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Authority", and IDS Group, Inc., hereinafter referred to as "Consultant."

RECITALS

1. PURPOSE

The Authority and Consultant desire to enter into this Contract to enable Consultant to provide architectural & elevator services to the Authority upon the Authority's issuance of a notice to proceed ("Notice to Proceed") for the project defined below. The purpose of this Contract is to allow the Authority to retain the services of the Consultant to provide design services, and any other services required for the modernization of elevator building components located at the following sites:

1. Nueva Maravilla Housing Development located at 4919 E. Cesar Chavez Ave., East Los Angeles, CA 90022
2. Lomita Manor Senior Housing Development located at 24925 Walnut Street, City of Lomita, CA 90717.
3. Orchard Arms Housing Development located at 23410-23540 Wiley Canyon Road, City of Valencia.
4. Lancaster Homes Housing Development located at 711-737 W. Jackman Street, City of Lancaster, CA
5. Foothill Villa Housing Development located at 2423 Foothill Boulevard, City of La Crescenta, CA
6. Prepare complete evaluation, analysis, architectural and elevator construction drawings and specifications for the modernization of Fifteen elevators.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for the duration of the Project, unless sooner terminated as provided herein.

3. CONSULTANT'S RESPONSIBILITIES

Consultant agrees to perform, in a timely and professional manner, all architectural services, elevator services, and any other services that Consultant is authorized to provide pursuant to this Contract. The specific scope of services ("Services") that

Consultant will provide is set for in Attachment B, which is attached hereto and incorporated herein by this reference. Upon issuance of the Notice to Proceed to Consultant, Consultant shall commence providing the Services set forth in the Notice to Proceed. Each Notice to Proceed shall be incorporated by reference into this Contract. Consultant acknowledges, understands, and agrees that entering into this Contract is not a guarantee that the Authority will issue a Notice to Proceed. Consultant further acknowledges, understands, and agrees that it is entirely possible that the Authority never issues a Notice to Proceed and therefore the Consultant might not provide any Services pursuant to this Contract. The Consultant agrees that all Services performed by the Consultant will be the sole responsibility of the Consultant.

The Consultant's employees and subconsultants identified below are considered essential to the Services to be provided pursuant to this Contract. Prior to diverting or substituting any of the specified individuals, the Consultant shall provide Authority with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Authority.

Employees:

Said Hilmy, Principal in-Charge, Ph D, SE
Robert Freeman, Project Architect

Subconsultants:

Elevator Consultant: Lerch, Bates, Inc.
Project Manager: George D. Spence
Field Engineer: John L. Hollinger, Jr.
Design Applications: Michael Edson, RA

Electrical Engineer: OMB Engineers
HVAC Engineer: FT Andrews, Inc.
Plumbing Engineer: FT Andrews, Inc.

4. RESPONSIBILITIES OF THE AUTHORITY

The Authority shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

The Authority shall designate the representative authorized to act in its behalf with respect to the Project. The Authority or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Authority's designated representative authorized to act in its behalf with respect to the Project shall be:

Maria Badrakhan, Contracting Officer
Housing Management Division
The Housing Authority of the County of Los Angeles
2 Coral Circle
Los Angeles, CA 91755

The Authority's representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Authority shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the Services to be provided hereunder which are reasonably available to the Authority. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Authority are the proprietary and confidential property of the Authority and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Authority upon completion of the Project.

The Authority shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work and Services.

The Authority shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

5. NOTICE TO PROCEED

The Consultant will perform Services upon receipt of a written Notice to Proceed from the Authority. The Consultant will perform the services identified in the Notice to Proceed for the following sites:

1. Nueva Maravilla Housing Development located at 4919 E. Cesar Chavez Ave., East Los Angeles, CA 90022
2. Lomita Manor Senior Housing Development located at 24925 Walnut Street, City of Lomita, CA 90717.
3. Orchard Arms Housing Development located at 23410-23540 Wiley Canyon Road, City of Valencia.
4. Lancaster Homes Housing Development located at 711-737 W. Jackman Street, City of Lancaster, CA
5. Foothill Villa Housing Development located at 2423 Foothill Boulevard, City of La Crescenta, CA

6. COMPENSATION, Contract Type and Payment – not-to-exceed

The Consultant was invited to submit a fee proposal to perform complete evaluation, analysis, architectural and elevator engineering construction drawings and specifications for the modernization of Fifteen elevators, and entered into negotiations with the Housing Authority resulting in the proposed Agreement.

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$375,000.00)** as per the rates described in the Breakdown Fee Schedule, Attachment A, attached hereto and incorporated herein. These amounts include the cost of all services including those of the sub consultants identified in Section 3.0, above.

The details of the fees by site are as follows:

Nueva Maravilla	\$ 100,000
Lomita Manor	\$ 50,000
Orchard Arms	\$ 100,000
Lancaster Homes	\$ 50,000
Foothill Villa	<u>\$ 75,000</u>
Total maximum, not-to-exceed price of	\$ 375,000

Additionally, any contract amendment or combination of amendments that might result in a total adjusted contract sum of Fifty Thousand Dollars (\$50,000) or above per calendar year must first be approved by the to the Board of Commissioners of the Housing Authority.

The Consultant shall be paid in accordance with the Authority's standard accounts payable system and as further set forth in Attachment A, which is attached hereto and incorporated herein by this reference. To ensure prompt payment, the Consultant must submit a monthly invoice on a form approved by the Authority for services rendered, and this invoice must be approved by the Authority.

There shall be no adjustments to compensation except as authorized in an amendment entered into between the parties pursuant to section 46 of this Contract. The costs for all services performed by Consultant, that are outside of the scope of services of this Contract or any amendment, shall be borne solely by Consultant.

The Consultant shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the Consultant receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration or termination of this Contract shall not constitute

a waiver of the Authority's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

7. PAYMENT SCHEDULE

The Consultant shall submit invoices for compensation for each phase of the scope of Services, in a format approved by the Authority, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the Services provided hereunder, including, but not limited to, all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the Authority's right to recover such payment from Consultant.

8. SOURCE AND APPROPRIATION OF FUNDS

The Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), the Board of Commissioners of the County of Los Angeles and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Authority will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

9. SUSPENSION AND TERMINATION

9.1 Suspension

Authority, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension. Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer. Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all Documents (as defined in section 16 below) other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant. If no Contract as to expenses and fees can be reached, this Contract may be terminated for the Authority's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this

Contract may be deemed, at the Authority's sole discretion, terminated for the convenience of Authority upon written notice to the Consultant.

9.2 Termination for Convenience of the Authority

The Authority reserves the right to cancel this Contract in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory Services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted, in Authority's reasonable discretion, in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant.

Authority may take over the Services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Authority for any excess costs incurred by Authority in completing the scope of Services of this Contract.

Consultant shall assign the contracts of its consultants and/or their subconsultants to Authority, to the extent requested by the Contracting Officer.

9.3 Termination for Cause and / or Default

This Contract may be terminated by the Authority upon ten (10) days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Contract terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any Services in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Authority within the time specified in such notices, the Authority shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Consultant abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Consultant by the Authority. Should the Consultant fail to comply with the terms of this Agreement within five (5) days

thereafter, upon receipt of said written notice of deficiency, the Executive Director of Authority shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.

- C. Failure on the part of the Consultant to procure or maintain insurance required by this Contract shall constitute a material breach of this Contract upon which the Authority may immediately terminate this Contract.
- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the Consultant under this Contract, Consultant shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to the Authority's rights of recoupment, cut-off, and withholding.

9.4 Termination for Improper Consideration

Authority may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Authority officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Authority.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

10. ASSIGNMENT BY CONSULTANT

The Consultant shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Authority consent shall require a

written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Authority's sole discretion, against the claims, which the Consultant may have against the Authority. However, the Authority reserves the right to assign this Contract to another public agency without the consent of the Consultant.

Shareholders, partners, members, or other equity holders of the Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Authority's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

11. CONFIDENTIALITY OF REPORTS

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Authority.

12. SUBCONTRACTING

The Consultant may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract. The Consultant shall not subcontract any part of the Services covered by this Contract or permit subcontracted services to be further subcontracted without prior written approval by the Authority.

13. INSURANCE

Without limiting Consultant's indemnifications of the Authority provided in section 14 below, Consultant shall procure and maintain, at Consultant's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in

California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Suppliers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Consultant shall, concurrent with the execution of this Contract, deliver to the Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Authority and may provide for such deductibles as may be acceptable to the Authority. Any self-insurance program and self-insured retention must be separately approved by the Authority. In the event such insurance does provide for deductibles or self-insurance, Consultant agrees that it will defend, indemnify and hold harmless the Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Consultant shall give the Authority immediate notice of any insurance claim or loss which may be covered by insurance. Consultant represents and warrants that the insurance coverage required herein will also be provided by any entities with which Consultant contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifiers:

1. Nueva Maravilla Housing Development located at 4919 E. Cesar Chavez Ave., East Los Angeles, CA 90022
2. Lomita Manor Senior Housing Development located at 24925 Walnut Street, City of Lomita, CA 90717.
3. Orchard Arms Housing Development located at 23410-23540 Wiley Canyon Road, City of Valencia.
4. Lancaster Homes Housing Development located at 711-737 W. Jackman Street, City of Lancaster, CA
5. Foothill Villa Housing Development located at 2423 Foothill Boulevard, City of La Crescenta, CA

The insurance policies set forth herein shall be primary insurance with respect to the Authority. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the Authority. Failure on the part of Consultant, and/or any entities with which Consultant contracts, to procure or maintain the insurance coverage required in this Section 13 may, upon the Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Authority may

immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Authority shall be immediately repaid by the Consultant to the Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Consultant's failure to assert or delay in asserting any claim shall not diminish or impair the Authority's rights against the Consultant or the insurance carrier.

When Consultant is naming the Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Consultant is contracting, is naming the Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

Any failure to maintain the insurance required herein, may be deemed, at the sole discretion of Authority, a material breach of this Contract.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission, the Housing Authority of the County of Los Angeles, the County of Los Angeles ("County") (hereinafter collectively referred to as the "Public Agencies"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents, shall be covered as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. Consultant shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Consultant agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Services, or in relation to the property or Project that is the subject of this Contract.

14. INDEMNIFICATION

The Consultant agrees to indemnify and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Such indemnification language, in favor of Public Agencies and their Agents, shall also be incorporated in Consultant's contracts with any and all entities, which are providing professional services, with which it contracts. Separate and apart from the above duty to indemnify and hold harmless, Consultant agrees to defend, at its sole cost and expense, Public Agencies and their Agents from and against any and all Liabilities alleged against Public Agencies that arise out of, pertain to, or relate to this Contract, the Services, or the Project. This duty to defend shall commence immediately upon Authority giving notice to Consultant of any such allegations made against Public Agencies or any one of them.

The above duty to indemnify and hold harmless and the separate duty to defend, in favor of the Public Agencies, shall also be incorporated in Consultant's contracts with any and all entities with which it contracts in relation to this Contract, the Services, or the Project. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract.

15. AUTHORITY'S QUALITY ASSURANCE PLAN

The Authority, or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies, which Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and Consultant. If improvement does not occur consistent with the corrective measure, the Authority may terminate this Contract, pursuant to Section 9.3, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Authority in its sole discretion, written notification will be given to the Consultant whether this Contract will be terminated at the end of the current year or will be continued into the next Contract year.

16. AUTHORITY OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Consultant in relation to this Contract shall become the property of the Authority upon the Authority's written approval of the Documents or upon the prior termination of the Consultant's Services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Authority of its full rights of ownership and use of the Documents. The Consultant shall retain a record copy for its own files.

17. INDEPENDENT CONSULTANT

The Consultant shall perform the Services as an independent consultant and shall not be considered an employee of the Authority or under Authority supervision or control. This Contract is by and between the Consultant and the Authority, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Authority and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

18. EMPLOYEES OF CONSULTANT

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Authority pursuant to this Contract are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Authority under this Contract.

Professional Conduct: The Authority does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees or agents of the Authority against any and all Consultant's employees, agents or subconsultants providing services for the Authority. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

19. CONSULTANT'S WARRANTY OF ADHERENCE TO AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Consultant acknowledges that the Authority has established a goal of ensuring that all individuals who benefit financially from the Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Authority Child Support Compliance Program and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 19, "*CONSULTANT'S WARRANTY OF ADHERENCE TO Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Authority under any other provision of this Contract, failure of Consultant to cure such default within

ninety (90) calendar days of written notice shall be grounds upon which Authority may terminate this Contract pursuant to Paragraph 9.3 - and pursue debarment of Consultant, pursuant to Authority Policy.

21. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Authority's policy to strongly encourage all Consultants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

22. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Authority and the Consultant. The Consultant's relationship to the Authority is solely as an independent contractor.

23. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

24. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Consultant shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

25. COMPLIANCE WITH LAWS

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368),

Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Contract, the Consultant agrees to comply with the following federal provisions:

Civil Rights Act of 1964, Title VI (Non-Discrimination in Federally-Assisted Programs)

The Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

The Consultant shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (non-discrimination in Employment by Government Consultants and Subconsultants)

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Consultant becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Authority, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Greater Avenues for Independence (Gain) Program and General Relief Opportunity for Work (Grow) Program

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such

employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

26. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

28. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

29. CONSULTANT RESPONSIBILITY AND DEBARMENT

- A. A responsible Consultant is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of

the Community Development Commission, Housing Authority, and County to conduct business only with responsible Consultants.

- B. The Consultant is hereby notified that if the Authority acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Authority may, in addition to other remedies provided in this Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Consultant may have with the Authority.
- C. The Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the Consultant, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Community Development Commission, Housing Authority, or County, or a nonprofit corporation created by the Community Development Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Community Development Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Community Development Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Community Development Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Consultant may be subject to debarment, the Authority will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The

Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Community Development Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

30. COMPLIANCE WITH JURY SERVICE PROGRAM

Unless the Consultant has demonstrated to the Authority satisfaction either that Consultant is not a "Contractor" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees

received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

If the Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for an exception to the Program.

The Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. ACCESS AND RETENTION OF RECORDS

The Consultant shall provide access to the Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Consultant is required to retain the aforementioned records for a period of five years after the Authority pays final payment and other pending matters are closed under this Contract.

32. CONFLICT OF INTEREST

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Authority. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Authority's interest and the interests of the third parties.

33. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

34. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

35. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Authority's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Contract.

36. PATENT RIGHTS

The Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

37. COPYRIGHT

No Documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All Documents become the property of the Authority and the Authority holds all the rights to said Documents. The Consultant assumes no responsibility for the use of Documents in whole or in part in connection with Services that is outside the scope of this Contract.

38. NOTICES

The Authority shall provide the Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Authority has actual knowledge of such injury or damage. Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

The Consultant shall provide the Authority with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Consultant has actual knowledge of such injury or damage. Consultant shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Authority: Maria Badrakhan, Contracting Officer
Housing Management Division
The Housing Authority of the County of Los Angeles
2 Coral Circle
Los Angeles, CA 91755

The Consultant: Said Hilmy, Principal in-Charge, Ph.D., SE
IDS Group, Inc.
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Consultant and the Authority may

designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

40. CONSULTANT'S ACKNOWLEDGMENT OF AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Authority's policy to encourage all Authority Consultants to voluntarily post the Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

41. CONSULTANT'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Authority seeks to ensure that all Authority Consultants that receive or raise charitable contributions comply with California law in order to protect the Authority and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

42. REMEDIES

The rights and remedies of the Authority provided for under this Contract are in addition to any other rights and remedies provided at law or in equity. Authority may

assert, either during or after performance of this Contract any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

43. RELEASE OF NEWS INFORMATION

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of the Authority's Executive Director or designee.

44. CERTIFICATION REGARDING LOBBYING

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Contract are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

45. CONTRACT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Contract is the responsibility of the Authority's Contracting Officer or designee.

46. ENTIRE CONTRACT

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Authority and contains all the covenants and agreements between the parties with respect to such retention.

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- [illegible]

Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES, A BODY
CORPORATE AND POLITIC

By: _____

CORDE CARRILLO

Title: ACTING EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

MARIA BADRAKHAN

Title: CONTRACTING OFFICER

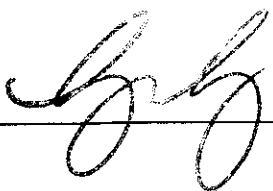
Date: _____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.

County Counsel

By: _____

Deputy


 for PH

CONSULTANT

IDS GROUP, INC.

License Number #3680,

By: _____


SAID HILMY, Ph.D., SE

Title: PRINCIPAL IN-CHARGE

Date: _____

2-5-09

BUSINESS ADDRESS

1 Peters Canyon Road, Suite 140

Irvine, CA 92606

Telephone: (949) 387-8500

FAX: (949) 387-0800

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENT A

FEE SCHEDULE

ATTACHMENT A

FEE SCHEDULE FOR ARCHITECTURAL AND ELEVATOR SERVICES

The purpose of this Contract is to allow the Authority to retain the services of the Consultant to provide architectural and elevator engineering services, and any other services required for the rehabilitation of building components located at the following sites:

1. Nueva Maravilla Housing Development located at 4919 E. Cesar Chavez Ave., East Los Angeles, CA 90022
2. Lomita Manor Senior Housing Development located at 24925 Walnut Street, City of Lomita, CA 90717.
3. Orchard Arms Housing Development located at 23410-23540 Wiley Canyon Road, City of Valencia.
4. Lancaster Homes Housing Development located at 711-737 W. Jackman Street, City of Lancaster, CA
5. Foothill Villa Housing Development located at 2423 Foothill Boulevard, City of La Crescenta, CA

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$375,000.00)**.

Payment for Consultant fee shall be made based on the phases and percentages specified below. These amounts include the cost of all services including those of the subconsultants in this Contract.

Site Investigation and Schematic Design-----	(5%)
Design Development Completion -----	(10%)
Construction Documents at 50% completion ----	(20%)
Construction Documents at 90% completion ----	(40%)
Construction Documents/Plan check Approved	(10%)
Bidding -----	(2%)
Construction Phase -----	(10%)
Reimbursables: -----	(3%)

In addition, plan check, building permits, reimbursable items or other required services are subject to Authority review and approval. The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the original contract.

Consultant:

- Principal ----- \$150.00
- Elevator Consultant----- \$200.00

- Architect----- \$125.00
- Electrical, HVAC, Plumbing Engineer ----- \$120.00
- CAD Operator ----- \$ 65.00

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of Fifty Thousand Dollars (\$50,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Authority.

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B

SCOPE OF SERVICES FOR NUEVA MARAVILLA, LOMITA MANOR, ORCHARD ARMS, LANCASTER HOMES AND FOOTHILL VILLA

1.0 STATEMENT OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Housing Authority is seeking a Consultant to provide Architectural Elevator Engineering services and to perform some and/or all of the following the items listed below as required.

1.0.1 DESIGN THROUGH PLAN CHECK PHASE

- A. Prepare designs, plans, calculations, and specifications under this contract including removal, retrofit and modernization of four elevators for existing buildings;
 - 1. Field verify housing development existing drawings.
 - 2. Regenerate the floor plans and site plan background
 - 3. Prepare architectural design drawings for modernization of elevators; including ADA compliance requirements.
 - 4. Prepare structural design and construction drawings for modernization of elevators; including verification of structural support / loading for pit floor and guide rail connections.
 - 5. Prepare plumbing design and construction drawings for modernization of elevators; including elevator pit water infiltration mitigation.
 - 6. Prepare electrical design and construction drawings for modernization of elevators; including 110v for cab lighting and dedicated phone line to machine room, power, lighting and connections for elevators, elevators machines, and elevator pit sump pumps.
 - 7. Prepare mechanical design and construction drawings for modernization of elevators including ventilation requirements.
 - 8. Prepare fire alarm interface for modernization of elevators.
 - 9. Coordinate, review and evaluate design and construction drawings
 - 10. Coordinate, review and evaluate shop drawings provided by Sub Contractor Lerch, Bates & Associates, Inc. (elevator consultants).

11. Perform site investigations; research and written summaries and quality control reviews of existing plans, documents, and data; including all engineering and design work related to the performance of this contract, and any other elements or factors that might affect the project.
 - A. Meet with Owner's representatives to finalize the design scope of work and intent. Attend two review-meetings with Owner's Representative during project design.
 - B. Research and review all existing documents and data about the site including any available as-built information.
 - C. Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the projects design.
 - D. Prepare schematic design modernization of elevators.
 - E. Present the schematic designs to multiple audiences which may include Housing Authority staff, the Board of Commissioners and its representatives, residents, community groups, such as the resident council, housing management, and construction management divisions.
 - F. Refine the schematic designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from different schemes into final design. Complete design development, construction documents, bidding, and construction administration phases.
 - G. Design the new project, drawn to scale. Construction documents are to be prepared in AutoCad version 14 or higher or a newer version of AutoCAD.
 - H. Design shall include accessibility improvements required by code as applicable to the modernization of two elevators systems.
 - I. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure during construction.
 - J. Produce written specifications in CSI 16-division format that will be compiled with Division 1 specifications to be provided by the Owner's Representative.
 - K. Submit ready for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.

- L. Plan Check: Prepare all information and documents necessary for plan check. Submit for the Owner's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:

- a. Schematic Design.
- b. Design Development Completion.
- c. Construction Documents at 50% completion.
- d. Construction Documents at 90% completion.

Finally, submit for plan check to all authorities having jurisdiction over the projects including but not limited Building and Safety and Department of Public Works-Alhambra. Los Angeles County Fire Department, and local City Fire Departments. Prepare all calculations and in-person submittals. Complete all required corrections including those of any sub-consultants and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

- M. Cost Estimates: Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design process. Submit cost estimates in the following format and at the following phases:

- a. Schematic Design: Conceptual lump sum cost estimate based on construction methods, improvement type, use, and size, at the conclusion of schematic design.
- b. Design Development: Detailed, itemized take-off estimate at the completion of design development.
- c. Construction Documents: Updated, detailed itemized take-off estimate at 50% construction documents; and final detailed itemized take-off estimate at 90% complete construction documents phase (plan check submittal).

1.0.2 BIDDING PHASE

- A. Prepare a bid package for the project so that the Owner can advertise and bid the project. Provide two sets of complete approved construction documents and specifications to the Owner. The cost of reproducing these documents is included in the Consultant's basic fee.
- B. Attend Pre-bid walk through and answer any questions.
- C. Issue addendum.
- D. Review bids and make recommendation to the Owner.

1.0.3 CONSTRUCTION ADMINISTRATION PHASE

- 1.0.3.1 Change Order Analysis: Review contractors' change order requests and determine eligibility and reasonableness of items and cost.
- 1.0.3.2 Inspections: Conduct site inspection/visits for the purpose of making observations regarding the installation, progress, and conformance to the contract documents.
- 1.0.3.3 Construction Administration: Construction administration, including but not limited to the following various sub-tasks:
 - 1. Attend Pre-Construction Conference meeting with Contractor, Owner's Representative, and Construction Management Representative.
 - 2. During the construction phase, at the request of the Owner's Representative, attend site construction progress meetings, (not to exceed twenty five construction progress meetings), and provide reports of work with Contractor, Owner's Representative, and Construction Management Representative.
 - 3. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), alternates (5 days), requests for information (3 days), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days).
 - 4. Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.
 - 5. Conduct inspections/site visits to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Owner's Representative. Site visits can coincide with construction progress meetings.
 - 6. Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.
 - 7. Consult with other Consultants and Owner's Representative; Conduct Final Inspection with Contractor and Owner's Representative to verify and assure that all aspects of installation have been satisfactorily completed per contract documents, codes, and regulations; and provide Certifications;

8. Prepare As built drawings.
9. Conduct final punch list meeting.

1.0.3.4. Other engineering and design work related to, required for, or incidental to the performance of this contract, by the Consultant's own expert staff, or sub-consultants, where required.

1.0.4 Trouble-shooting

The Consultant shall trouble-shoot and submit written solutions to resolve construction defects and disputes.

2.0 Design Within Funding Limits

The Consultant shall re-design the project to meet the above-named budgetary targets at no cost to the Housing Authority, if the proposed design as bid varies more than 10% above the Housing Authority's budget or more than 10% below the budget.

3.0 Standard of Care

The Consultant shall represent, covenant, and agreed to all of the services to be furnished by the Consultant under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architects engaged in architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]).

Consultant shall accept the special relationship of trust and confidence established between it and Housing Authority by this Contract.

The Consultant shall covenant to design the Project and produce the necessary Construction Documents, and to further the interests of Housing Authority in accordance with Housing Authority's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Contract.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract.

The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

4.0 Project Schedule

The Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Contract.

The Consultant shall provide monthly updates as needed to track design progress, including design Consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

5.0 RESPONSIBILITIES FOR NUEVA MARAVILLA, LOMITA MANOR, ORCHARD ARMS LANCASTER HOMES AND FOOTHILL VILLA

The Housing Authority and the Consultant's responsibilities are as follows:

Housing Authority

5.0.1 Personnel

The Housing Authority shall monitor the Consultant's performance in the daily operation of this Contract.

The Housing Authority shall provide direction to the Consultant in areas relating to policy, information and procedural requirements.

The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

5.0.2 Project Manager

The Consultant shall provide a full-time Project Manager with an Architectural license from the State of California with at least five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.

The Consultant's Project Manager shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract.

The Consultant shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

The Consultant's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

5.0.3 Personnel

The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Consultant in every detail and must be able to communicate effectively.

The Housing Authority requires the Consultant, at the Consultant's expense, to conduct background security checks on their employees assigned to the Contract.

5.0.4 Uniform / Identification

The Consultant's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be Housing Authority Visitor ID

The Consultant's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

5.0.5 Materials and Equipment

The Consultant is responsible for the purchase of all materials/equipment to provide the needed services. The Consultant shall use materials and equipment that are safe for the environment and safe for use by the Consultant's employee.

5.0.6 Training

The Consultant shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

5.0.7 Consultant's Office

The Consultant shall maintain an office with a telephone in the company's name where the Consultant conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Consultant's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.

5.0.8 Periodic Meetings

Consultant is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

6.0 HOURS / DAYS OF WORK FOR NUEVA MARAVILLA, LOMITA MANOR, ORCHARD ARMS LANCASTER HOMES AND FOOTHILL VILLA

Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. Housing Authority offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

7.0 QUALITY CONTROL PLAN FOR NUEVA MARAVILLA, LOMITA MANOR, ORCHARD ARMS LANCASTER HOMES AND FOOTHILL VILLA

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,

- The record shall be provided to the Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN FOR NUEVA MARAVILLA, LOMITA MANOR, ORCHARD ARMS LANCASTER HOMES AND FOOTHILL VILLA

The Housing Authority will evaluate the Consultant's performance under this Contract using the following quality assurance procedures:

8.0.1 Performance Requirements Summary (Exhibit 1)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Consultant's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Consultant beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Consultant.

When the Consultant's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Consultant to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Consultant must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Consultant by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Consultant to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Consultant's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Consultant's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract.

8.0.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Consultant's performance.

8.0.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Consultant of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Consultant.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.0.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

9.0 ADDITION/DELETION OF SERVICES FOR NUEVA MARAVILLA, LOMITA MANOR, ORCHARD ARMS LANCASTER HOMES AND FOOTHILL VILLA

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Consultant's fees will be adjusted by negotiation between the Housing Authority and the Consultant.

EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Site Investigation (SOW Section 3.0)	Completion of Site Investigation	Review Site Condition in Design Progress Meeting	Withhold payment for that service.
Review Existing Drawing and Programming (SOW Section 3.0)	Completion of Review Existing Drawing and Programming	Review progress in Design Progress Meeting	Withhold payment for that service.
Design Through Plan Check (SOW Section 3.0)	Completion of Design, Cost Estimate, and Construction Documents	Receipt of final Construction Documents	Withhold payment for that service.
Bidding (SOW Section 3.0)	Completion of Bidding	Receipt of Acceptable Bids	Withhold payment for that service.
Construction Administration (SOW Section 3.0)	Completion of Construction	Completing all requirement services	Withhold payment for that service.

ATTACHMENT C

**REQUIRED AGREEMENT
FORMS**

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. **Note.** You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Clara Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.